

2. Plaintiff TIMOTHY BERGE is a citizen of the United States, residing in Jamestown, North Dakota in Stutsman County.
3. Plaintiff JEFF MORTON is a citizen of the United States, residing in Watford, North Dakota in Stark County.
4. Plaintiff WINNIE ROHR is a citizen of the United States, residing in Marmarth, North Dakota in Slope County.
5. ANDREW ROHR is a citizen of the United States, residing in Marmarth, North Dakota in Slope County.
6. Defendant CONTINENTAL RESOURCES, INC. (hereinafter "Continental"), is a publicly traded domestic for-profit business corporation having its principal place of business in Enid, Oklahoma, doing business, engaging in business, and transacting business in the State of North Dakota.
7. Defendant PRIDE ENERGY, INC. (hereinafter "Pride"), is a domestic private partnership incorporated in Tulsa, Oklahoma, doing business, engaging in business, and transacting business in the State of North Dakota.
8. Defendant M-I SWACO, INC. (hereinafter "M-I SWACO"), is a subsidiary of Schlumberger with its principal place of business in Houston, Texas, doing business, engaging in business, and transacting business in the State of North Dakota.
9. Defendant NOBLE CASING, INC. (hereinafter "Noble"), is a private business incorporated and located in Williston, North Dakota.
10. Defendant SUPERIOR WELL SERVICES, INC. (hereinafter "Superior"), is a Delaware corporation with its principal office located in Indiana, Pennsylvania, doing business, engaging in business, and transacting business in the State of North Dakota.

11. Defendant WARRIOR ENERGY SERVICES, CORP. (hereinafter "Warrior"), is a subsidiary of Superior Energy Services with its principal office located in Columbus, Mississippi, doing business, engaging in business, and transacting business in the State of North Dakota.

12. Defendant PANTHER PRESSURE TESTERS, INC. (hereinafter "Panther"), is a private business incorporated and located in Watford, North Dakota.

II. **JURISDICTION**

13. This Court has jurisdiction over nonresident Defendants Continental, Pride, M-I SWACO, Superior and Warrior because each of the aforementioned Defendants: (a) transacted business in North Dakota, (b) contracted to supply services within the state, (c) committed a tort within the state, causing injury to another person within the state, and (d) has an interest in, possesses, and uses property within the state. Each of the aforementioned Defendants has sufficient minimum contacts with the State of North Dakota or has otherwise intentionally availed itself of the jurisdiction of North Dakota courts consistent with traditional notions of fair play and substantial justice.

14. This Court has jurisdiction over resident Defendant Noble because Noble is incorporated in and maintains its principal place of business in North Dakota.

15. The claims forming the basis of this suit are within the jurisdictional limits of this Court.

III. **VENUE**

16. Venue is proper in this Court pursuant to North Dakota Century Code 28-04-04 and 28-04-05 because one of the defendants (Noble) is a domestic corporation with its

principal place of business in Williams County, North Dakota. Additionally, one of the defendants (Panther) is a domestic corporation with its principal place of business in Stark County, North Dakota.

IV.

FACTUAL BACKGROUND APPLICABLE TO ALL CAUSES OF ACTION

17. Around 11 o'clock in the morning on July 25, 2011, an oil rig drilling just outside of Beach, North Dakota exploded and caught fire, critically injuring Andrew Rohr and Timothy Bergee and severely burning Jeffrey Morton. The oil rig toppled during the blaze, with oil, gas and debris continuing to burn for several days after the explosion. All three men, who were working on the rig that Sunday morning, were immediately airlifted to a burn trauma center in the Minneapolis area for their injuries. The men were severely and permanently injured as a result of the explosion and subsequent fire.

18. Andrew Rohr received second and third degree burns over sixty-percent of his body and continued to experience tremendous pain during treatment when he went into septic shock caused by the decreased tissue perfusion and oxygen delivery. As a result of the trauma he endured, Rohr has been experiencing heart problems.

19. Timothy Bergee likewise received second and third degree burns, covering over eighty-percent of his body. Bergee lost a significant amount of blood during treatment and, with his immune system compromised from the burns, developed a life-threatening pneumonia.

20. Jeffrey Morton suffered second and third degree burns covering both of his arms as a result of the explosion.

21. This litigation arises from the negligence and gross negligence of the Defendants, as appropriately plead herein. The Defendants operated jointly and in

concert when they contracted with each other to provide for the products and services required to drill and complete the well. Accordingly, the Defendants are individually, jointly, and severally liable for their acts and omissions, which directly and proximately caused the explosion, resulting in the injuries suffered by Plaintiffs.

22. At all times relevant hereto, Plaintiffs were acting within the course and scope of their employment with Cyclone Drilling, Inc.

V.
CAUSES OF ACTION
COUNT I - NEGLIGENCE AND GROSS NEGLIGENCE

23. Plaintiffs repeat and incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

24. The explosion resulted from the negligence and gross negligence of each of the Defendants, jointly and severally. The Defendants owed a duty to the Plaintiffs to: (1) ensure that Defendants' products and services were safe for their intended use; (2) provide Plaintiffs with a safe environment in which to work; (3) ensure that the down-hole conditions they each controlled or were responsible for were safe and controlled so that no gas escaped; and (4) ensure that no explosion or fire occurred on the well platform.

25. The operator, Defendant Continental, and majority well owner, Defendant Pride, both created hazardous conditions by adopting and encouraging unsafe drilling practices, rushing operations, and by generally failing to operate as a safe and prudent operator would under the same or similar circumstances. Namely, Defendants Continental and Pride failed to ensure the rig had adequate blowout preventers or rams to protect the rig and employees from a blowout, as was customary in the industry. The

operator and owner further failed to control down-hole gas; failed to inspect the rig and rig equipment to ensure safety standards were met, including but not limited to installing explosion proof lights in the cellar and on the rig floor and explosion proof motors; failed to maintain adequate mud weight; failed to control the gas formation, and made no proper precautions for gas bubbles, migrating gas, or gas escaping from the formation.

26. Defendant Continental breached the duties owed to the Plaintiffs by failing to provide the Plaintiffs with a safe working environment. Specifically, Continental failed to control down-hole gas; failed to ensure the rig had safety equipment that was fit for its intended use; failed to provide adequate blowout preventers and pipe rams; and failed to ensure the lights, motors, electrical equipment and mechanical equipment were explosion proof, rated for oil and gas drilling, and fire-proof.

27. Defendant M-I SWACO failed to provide a suitable mud program for the drilling operations; failed to provide drilling mud capable of holding pressure inside the formation or down-hole; failed to provide a mud engineer who understood the well conditions and the need to keep the weight of the mud suitable to control the formation; and failed to provide either products or services that were fit for their intended use. M-I SWACO negligently allowed insufficient mud weight to be used down-hole, resulting in substantial gas migration, which ultimately escaped, causing the explosion and fire.

28. Defendant Noble provided casing that was ill-suited for the well conditions. Noble additionally provided a casing and/or a pipe plan that was negligently designed, resulting in several deviations that were unable to control the pressure from the well, ultimately causing the blow-out at the explosion's core.

29. Defendants Superior and Warrior were negligent in providing and designing the cementing programs for the well and the pipe used in the rig's drilling processes. The cement programs were not designed in an appropriate fashion to protect workers from down-hole gas and the dangers posed from gas migration. The cement was neither allowed to set nor was of a sufficient quality or strength to protect the surface workers from migrating gasses, which posed significant risks of explosion and ignition.

30. Defendant Panther was hired to pressure test the BOPs. Panther pressure tested the BOPs on the day prior to the accident and failed to properly test the equipment or failed to inform the drilling contractor and operator that the collars being used at the time of the accident prevented the BOPs from completely closing around the pipe and prevented the BOPs from performing their job. Panther's failure to insist the BOPs close properly was a proximate cause of the accident and injuries and constituted negligence and gross negligence.

31. Defendants Continental and Pride were negligent and grossly negligent in failing to adequately prepare a well plan; failing to control down-hole conditions through the drilling mud and cement; negligently designing the pipe string and the cement and mud programs; accepting inadequate and negligent programs from other companies despite foreseeable risks of injury the individuals on site; failing to ensure the pipe and casing were adequate for the job; and by completely failing to provide for well control services. The blowout preventers on the oil rig could not completely close around the pipe, allowing gas to escape to the surface. Continental, Clyclone, and Pride failed to ensure that adequate rams were in place to allow workers to close the pipes in the event of an emergency. The lack of adequate and necessary safety and well-control equipment on

the rig was known to the aforementioned Defendants, and the drilling of a high-pressure well under these conditions constitutes gross negligence and conscious indifference to the safety of the crew.

COUNT II – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

32. Plaintiffs repeat and incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

33. The acts and omissions of Defendants regarding their failures to ensure the various safety procedures described in this pleading were intentional and/or reckless. Defendants' acts and omissions, when viewed objectively from the standpoint of Defendants at the time of their occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. Defendants had actual subjective awareness of the risks involved but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others, including Plaintiffs. Such conduct constitutes extreme and outrageous behavior.

COUNT III – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

34. Plaintiffs repeat and incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

35. Defendants were negligent as described in this pleading. Defendants' negligence proximately caused severe emotional distress to Plaintiffs.

**VI.
DAMAGES**

36. Plaintiffs repeat and incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

37. As a direct and proximate result of Defendants intentional, negligent, and grossly negligent acts and/or omissions described above, Plaintiffs suffered substantial injuries and damages for which they seek recovery in an amount that the jury determines to be fair and reasonable, including the following damages:

- a. **Past & Future Medical Expenses:** Plaintiffs Timothy Bergee, Jeffrey Morton, and Andrew Rohr incurred bodily injuries, which were caused by the incident in question and will, in reasonable probability, continue to incur reasonable and necessary medical expenses in the future.
- b. **Past & Future Physical Pain:** Plaintiffs Timothy Bergee, Jeffrey Morton, and Andrew Rohr suffered physical pain in the past and, in reasonable probability, will continue to sustain physical pain in the future.
- c. **Past & Future Mental Anguish:** Plaintiffs have endured mental anguish in the past and will, in reasonable probability, endure mental anguish in the future.
- d. **Past & Future Loss of Earning/Earning Capacity:** Plaintiffs Timothy Bergee, Jeffrey Morton, and Andrew Rohr have suffered a loss of earning and/or sustained a loss of earning capacity in the past and will, in reasonable probability, sustain the same in the future.
- e. **Past & Future Physical Impairment:** Plaintiffs Timothy Bergee, Jeffrey Morton, and Andrew Rohr have sustained physical impairment in the past and will continue, in reasonable probability, to sustain physical impairment in the future.

- f. ***Past & Future Disfigurement:*** Plaintiffs Timothy Bergee, Jeffrey Morton, and Andrew Rohr have sustained disfigurement in the past and will, in reasonable probability, continue to sustain disfigurement in the future.
- g. ***Past & Future Loss of Spousal Consortium:*** Because of Plaintiff Andrew Rohr's serious, permanent, and disabling physical injuries, Plaintiff Winnie Rohr suffered damage to the mutual right of the husband and wife to the affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support, love, and felicity necessary to a successful marriage. Accordingly, Winnie Rohr has sustained loss of consortium in the past and will, in reasonable probability, sustain loss of consortium in the future.

VII.
CONDITIONS PRECEDENT

38. All conditions precedent to Plaintiffs' right to recover the relief sought herein have occurred or have been performed.

VIII.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon legal trial or hearing of this cause that judgment be rendered against Defendants; that the judgment bear interest as allowed by law; for pre-judgment and post-judgment interest; that costs of Court be taxed against the defense; and for such other and further relief, at law and in equity, to which this Court or the jury deems just and proper.

Respectfully submitted,



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